

RIDER

CONSULTING AGREEMENT FOR PROFESSIONAL SERVICES FOR ESTABLISHING A MUNICIPAL TECHNOLOGY INFRASTRUCTURE BETWEEN CITY OF NEW ROCHELLE AND LQD WIFI, LLC

1. LQD agrees to install, program, maintain and service in a high quality manner an initial approximately twenty four (24) LQD devices ("Pilot Program") (as described in Exhibit B to the Agreement) in the City at locations agreed to and accepted by the City & LQD and listed on the map attached to the Agreement as Exhibit C.
2. The City commits to permit the Pilot Program at locations agreed upon by the City and LQD to be installed and to remain in said locations for a period of no less than ten (10) years. Following the successful rollout of the Pilot Program, the City shall permit an additional one hundred and sixty (160) LQD devices. The locations will be determined by LQD and the City within 30 days of the completion of the pilot program.
3. LQD agrees to do whatever is necessary to keep the LQD devices in good working order, in an attractive condition and with consistently current technology enhancements including upgrading software and parts and materials as needed and in order to maintain the relevance and consistent usage by users and is responsible for the cost of any power consumption used, electrical and network connectivity, and all other costs arising from the display of Advertising; provided, that this obligation shall extend only to ordinary wear and tear on each such LQD device. LQD shall provide any other needed maintenance and repair (e.g., as a result of vandalism or automobile accident) at standard rates.
4. The City is entitled to 20% of the broadcast time of the advertising panels of the LQD devices for content related to City business, branding, promotion and announcements (City Advertising or Content) at no cost to the City. The administration of City Advertising shall be performed by the City. LQD will provide the City with an internet-based application that allows it to upload, schedule and update all City advertising. The scheduling options of City advertising will be mutually decided by the end of Phase 2. The City and LQD agree to allow LQD devices methods of access to the City's emergency services (Police, Fire, and Ambulatory) such that users may contact the City's emergency services through the LQD devices and in order for emergency services to relay messages to the public via the LQD devices.
5. Work on this Project, and any subsequent projects, shall take place in two (2) phases. The work for the Pilot Program shall commence upon the full execution of this Agreement. Phase 1 is the planning phase which begins with Initial Engineering, Site Survey and Investigations as outlined in Section 3c. of the LQD Proposal entitled "Methodology". For the Pilot Program Phase 1 is expected to conclude on or before October 31, 2016. Phase 2 is Implementation as described below. For the Pilot Program Phase 2 is expected to begin on or shortly after November 1, 2016 following the

conclusion of Phase 1. Phase 2 involves the following steps for each of the LQD devices to be installed: survey the installation site, acquire from the City all specifications and requirements from the providers of electric power, internet service, and phone service to the installation sites, obtain all permits from Department of Public Works, Department of Information Services, City Hall, and DOT (if necessary), set installation schedule with contractors, remove existing concrete at installation site, trench and lay conduit for electric, internet and phone services, coordinate the installation dates with the providers of electric power, internet service and phone service, ship the LQD device to the installation site, cast the LQD device's concrete foundation pad and reinforce it with steel, install the electrical power, internet service and phone service, install the internal components of the LQD device, configure the software and hardware of the LQD device, provision the LQD device with the LQD control center, deploy the LQD device's software, activate the LQD device's hardware and software and verify their operation. For the Pilot Program, Phase 2 is expected to conclude by May 30, 2017 with full installation and all approximately twenty four (24) LQD devices, installed, operational and live.

6. The following limitations on advertising are agreed to by LQD:

- a. LQD shall not sell or place advertising that is false or misleading; promotes unlawful conduct or illegal goods, services or activities; or, is otherwise unlawful or obscene, as determined by the City, including advertising tobacco products or trademarks and advertising that constitute a public display of offensive sexual material.
- b. Tobacco advertising and electronic cigarette advertising are not permitted. The term "electronic cigarette" is defined for this purpose as-----. Alcohol advertising within two hundred feet of a building used exclusively as school, day care center, or house of worship is not permitted. The 200 feet shall be measured in straight lines from the center of the nearest entrance of the school, day care center or house of worship to the nearest outer edge of the LQD device.
- c. The term "Advertising" means any printed matter or electronic display including words, pictures, photographs, symbols, graphics or visual images, in connection with the promotion or solicitation of sale or use of a product or service or not-for-profit, public service or governmental messages, other than information required to be posted on a LQD device in accordance with this Agreement or applicable law.
- d. Audio advertising is not permitted in connection with advertising displays. However, an audio component used in connection with telecommunications services may be permitted in the sole discretion of the City.
- e. Within forty-eight (48) hours of receipt of written notice (which may be provided by email) that Advertising on a LQD device is either unauthorized, prohibited, or otherwise fails to comply with any requirement of the Agreement, as determined by the City, LQD must remove the Advertising or cure the failure. If LQD fails to remove the Advertising or otherwise cure the failure, the City may, at LQD's expense, perform any efforts it determines appropriate to remove the advertising or otherwise cure the failure. The LQD must reimburse the City for all costs or

damages incurred by the City, including repair and restoration costs arising out of the performance of the work, no later than thirty (30) days after the City cures LQD's failure.

7. LQD agrees to work with the City and its consultant, CWTK Global Advisors, on any and all grant applications including but not limited to the New York State Consolidated Funding Application process and the New York State Broadband for All program, that may, but not exclusively, include 1) funding for the planning and installation of the Project, though the Project is in no way dependent on such potential funding, 2) for the expansion of the Project to include planning and installation of an additional approximately one hundred and sixty (160) LQD devices throughout the City, beyond the approximate twenty four (24) LQD devices in the Project and 3) funding for the design and upgraded installation or enhancement of the fiber-optic network in the City necessary for the optimal functionality of the LQD devices and to improve and expand high speed internet access for the general public in the City.
8. LQD agrees to further negotiations at a later date with the City on terms that will govern a project for LQD to design, deploy and operate the most technologically advanced telecommunications, broadband and wireless networks, including ultra-fast, ultra-high-bandwidth fiber-optic networks and wireless facilities, throughout the City.

Licensor:

City of New Rochelle


By: 
Charles B. Strome, III

Its: City Manager

896238.2

Licensee:

Randall Ramusa ck (LQD)
Digitally signed
by Randall Ramusa
Date: 2016.09.29
16:09:47 -07'00'

CONSULTING AGREEMENT FOR PROFESSIONAL SERVICES FOR ESTABLISHING
A MUNICIPAL TECHNOLOGY INFRASTRUCTURE
BETWEEN THE CITY OF NEW ROCHELLE
AND
LQD WIFI (NEW ROCHELLE), LLC.

THIS AGREEMENT is made and entered into as of August , 2015 by and between the CITY OF NEW ROCHELLE, with offices at City Hall, 515 North Avenue, New Rochelle, New York 10801 (hereinafter referred to as "City"), and LQD WIFI (NEW ROCHELLE), LLC., a Delaware limited liability company, with offices at 175 Varick Street, Fifth Floor New York, New York 10014 (hereinafter referred to as "LQD").

WITNESSETH:

WHEREAS, the City issued Request for Proposals Specification No. 5078 to retain the services of a qualified firm to provide consulting services for developing and establishing a municipal technology infrastructure for real time, location based information for the City and its constituents to help manage urban issues and yield lifestyle conveniences related to transportation options, traffic updates, parking efficiency, news updates, tourism and local events, business assistance, and entertainment choices, along with links to emergency service providers ; and

WHEREAS, LQD submitted a Proposal dated June 3, 2015 in response to such Request for Proposals Specification No. 5078;

NOW, THEREFORE, the parties agree as follows:

1. LQD shall perform the services described in the Request for Proposals Specification No. 5078, attached hereto as Exhibit A, and LQD's Proposal in Response thereto dated June 3, 2015, attached hereto as Exhibit B and as described in the Rider to this Agreement, (collectively, the "Project").
2. In consideration of the mutual covenants contained in this agreement and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the total compensation to be paid LQD shall be the sum of Ten Dollars (\$10.00).
3. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination, by certified mail return receipt requested, and specifying the effective date thereof at least sixty (60) days before the effective date of such termination.
4. It is understood that LQD is an independent Contractor and is not to be considered an employee of the City, or assume any right, privilege or duties of an employee.

5. LQD shall supply and maintain insurance which defends, indemnifies, and holds harmless the City of New Rochelle, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss to the extent caused by negligent acts, errors, omissions or gross negligence by LQD or by a third party under the direction or control of LQD. LQD shall maintain and produce evidence throughout the Term of required insurance coverage not less than the following:

Workers Compensation	Statutory Requirements
New York State Disability Coverage	Statutory Requirements
General Liability/Property Damage	\$2,000,000 per occurrence aggregate bodily & property damage
Automobile Liability	\$2,000,000 combined single limit policy
Contractual Liability	Stated on Certificate

INSURANCE CERTIFICATES SHALL NAME THE CITY OF NEW ROCHELLE AS ADDITIONAL INSURED PARTY FOR GENERAL LIABILITY, PROPERTY DAMAGE, AND CONTRACTUAL LIABILITY COVERAGE AND SHALL STATE THAT ALL SUCH COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCE COVERAGE HELD BY THE CITY

"The City of New Rochelle is named as an additional insured party for all general and excess liability coverage based on the contractual liability of the named insured. Such general and excess liability coverage shall be primary to any other coverage carried by the City of New Rochelle with respects to acts or omissions of the named insured."

"It is intended by the parties hereto that the general and excess liability insurance provided by the contractor shall be primary to any other coverage carried by the City of New Rochelle with respect to liability coverage arising out of any act or omissions by the contractor. The City of New Rochelle will be named as an additional insured. Nothing contained herein shall be construed as making said general and excess liability insurance primary insurance for acts or omissions of the City of New Rochelle."

6. Indemnification and Limits on Liability

6.1 Indemnification by LQD. LQD shall defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss to the extent caused by LQD's, or by any third party under the direction or control of LQD's, negligent acts, errors, omissions or gross negligence in the performance of this Agreement.

6.2. No Indirect, Consequential, Punitive or Special Damages. Notwithstanding anything in this agreement to the contrary LQD shall have no liability under this agreement for any indirect, incidental, consequential or punitive damages, including without limitation lost revenues, even if LQD is on notice of the possibility of such damages

6.3 Liability Cap. Notwithstanding anything in this Agreement to the contrary, except as otherwise required by law, LQD's aggregate liability for all cases and controversies arising out

of the subject matter of this agreement, regardless of the form of action (whether in contract, tort or otherwise) shall not exceed the greater of (A) the amount of insurance proceeds actually received by LQD with respect to such cases and controversies, or (B) \$100,000.

7. LQD may not assign or subcontract this Agreement without the prior written consent of the City.

8. Any documents, data, reports or other materials produced in conjunction with this Agreement shall be delivered to and become the property of the City. LQD shall not be held liable for any re-use of such City-owned materials, by other than LQD, for purposes outside this Agreement.

9. All other terms and conditions of Request for Proposals Specification No. 5078 and LQD'S Response thereto dated June 3, 2015 attached hereto as Exhibits A and B, respectively, shall govern this Agreement, except that the terms and conditions of Exhibit A shall control and supercede those of Exhibit B in conflict therewith.

11. This Agreement shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this Agreement shall be brought in the Supreme Court of the State of New York, Westchester County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the day and year first above written.

CITY OF NEW ROCHELLE


C. B. Strome III

CHARLES B. STROME III

City Manager

LQD WIFI (NEW ROCHELLE), LLC

Randall

Digitally signed by

Ramusack

Randall Ramusack (LQD)

(LQD)

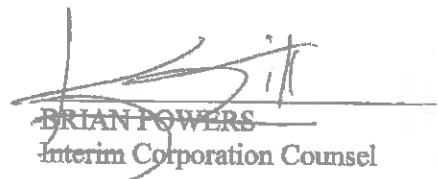
Date: 2015.10.30

16:00:14 -04'00'

By:

RANDALL RAMUSACK
CEO

APPROVED AS TO FORM



BRIAN POWERS
Interim Corporation Counsel

896239.2
902194.1

RIDER

**CONSULTING AGREEMENT FOR PROFESSIONAL SERVICES FOR
ESTABLISHING A MUNICIPAL TECHNOLOGY INFRASTRUCTURE BETWEEN
CITY OF NEW ROCHELLE AND LQD WIFI, LLC**

1. LQD agrees to install, program, maintain and service in a high quality manner approximately twenty four (24) LQD devices (as described in Exhibit B to the Agreement) in the City at locations agreed to and accepted by the City & LQD and listed on the map attached to the Agreement as Exhibit C.
2. The City commits to permit approximately twenty four (24) LQD devices at the agreed upon locations by the City and LQD to be installed and to remain in said locations for a period of no less than ten (10) years.
3. LQD agrees to do whatever is necessary to keep the LQD devices in good working order, in an attractive condition and with consistently current technology enhancements including upgrading software and parts and materials as needed and in order to maintain the relevance and consistent usage by users and is responsible for the cost of any power consumption used, electrical and network connectivity, and all other costs arising from the display of Advertising; provided, that this obligation shall extend only to ordinary wear and tear on each such LQD device. LQD shall provide any other needed maintenance and repair (e.g., as a result of vandalism or automobile accident) at standard rates.
4. The City is entitled to 20% of the broadcast time of the advertising panels of the LQD devices for content related to City business, branding, promotion and announcements (City Advertising or Content) at no cost to the City. The administration of City Advertising shall be performed by the City. LQD will provide the City with an internet-based application that allows it to upload, schedule and update all City advertising. The scheduling options of City advertising will be mutually decided by the end of Phase 2 (pilot). The City and LQD agree to allow LQD devices methods of access to the City's emergency services (Police, Fire, and Ambulatory) such that users may contact the City's emergency services through the LQD devices and in order for emergency services to relay messages to the public via the LQD devices.
5. Work on this Project shall take place in two (2) phases and shall commence upon the full execution of this Agreement. Phase 1 is the planning phase which begins with Initial Engineering, Site Survey and Investigations as outlined in Section 3c. of the LQD Proposal entitled "Methodology" and is expected to conclude on or before September 30, 2015. Phase 2 is Implementation which is expected to begin on or after October 1, 2015 following the conclusion of Phase 1. Phase 2 involves the following steps for each of the LQD devices to be installed: survey the installation site, acquire from the City all specifications and requirements from the providers of electric power, internet service, and phone service to the installation sites, obtain all permits from Department of Public

Works, Department of Information Services, City Hall, and DOT (if necessary), set installation schedule with contractors, remove existing concrete at installation site, trench and lay conduit for electric, internet and phone services, coordinate the installation dates with the providers of electric power, internet service and phone service, ship the LQD device to the installation site, cast the LQD device's concrete foundation pad and reinforce it with steel, install the electrical power, internet service and phone service, install the internal components of the LQD device, configure the software and hardware of the LQD device, provision the LQD device with the LQD control center, deploy the LQD device's software, activate the LQD device's hardware and software and verify their operation. Phase 2 is expected to conclude by March 31, 2016 with full installation and all 24 LQD devices, installed, operational and live.

6. The following limitations on advertising are agreed to by LQD:

- a. LQD shall not sell or place Advertising that is false or misleading; promotes unlawful conduct or illegal goods, services or activities; or, is otherwise unlawful or obscene, as determined by the City, including advertising tobacco products or trademarks and advertising that constitute a public display of offensive sexual material.
- b. Tobacco advertising and electronic cigarette advertising are not permitted. The term "electronic cigarette" is defined for this purpose as a battery operated device that contains nicotine and delivers vapor for inhalation. Electronic Cigarette shall also include any refill, cartridge and any other component of an electronic cigarette. Alcohol advertising within two hundred feet of a building used exclusively as school, day care center, or house of worship is not permitted. The 200 feet shall be measured in straight lines from the center of the nearest entrance of the school, day care center or house of worship to the nearest outer edge of the LQD device.
- c. The term "Advertising" means any printed matter or electronic display including words, pictures, photographs, symbols, graphics or visual images, in connection with the promotion or solicitation of sale or use of a product or service or not-for-profit, public service or governmental messages, other than information required to be posted on a LQD device in accordance with this Agreement or applicable law.
- d. Audio advertising is not permitted in connection with advertising displays. However, an audio component used in connection with telecommunications services may be permitted in the sole discretion of the City.
- e. Within forty-eight (48) hours of receipt of written notice (which may be provided by email) that Advertising on a LQD device is either unauthorized, prohibited, or otherwise fails to comply with any requirement of the Agreement, as determined by the City, LQD must remove the Advertising or cure the failure. If LQD fails to remove the Advertising or otherwise cure the failure, the City may, at LQD's expense, perform any efforts it determines appropriate to remove the advertising or otherwise cure the failure. LQD must reimburse the City for all costs or damages incurred by the City, including repair and restoration costs arising out of

the performance of the work, no later than thirty (30) days after the City cures LQD's failure.

7. LQD agrees to work with the City and its consultant, CWTK Global Advisors, on any and all grant applications including but not limited to the New York State Consolidated Funding Application process and the New York State Broadband for All program, that may, but not exclusively, include 1) funding for the planning and installation of the Project, though the Project is in no way dependent on such potential funding, 2) for the expansion of the Project to include planning and installation of additional LQD devices throughout the City, beyond the approximate (twenty four) 24 LQD devices in the Project and 3) funding for the design and upgraded installation or enhancement of the fiber-optic network in the City necessary for the optimal functionality of the LQD devices and to improve and expand high speed internet access for the general public in the City.
8. LQD agrees to further negotiations at a later date with the City on terms that will govern a project for LQD to design, deploy and operate the most technologically advanced telecommunications, broadband and wireless networks, including ultra-fast, ultra-high-bandwidth fiber-optic networks and wireless facilities, throughout the City.



City of New Rochelle New York

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES FOR ESTABLISHING A MUNICIPAL TECHNOLOGY INFRASTRUCTURE Specification #: 5078

Intent

The City of New Rochelle is seeking proposals from cutting-edge “smart city” technology network experts to develop real-time, location-based information to its residents, businesses and visitors. The City is looking for innovative solutions resulting in tools, apps, data and greater connectivity to help manage urban issues and yield lifestyle conveniences related to transportation options, traffic updates, parking efficiency, news updates, tourism and local events, business assistance, and entertainment choices, along with links to emergency service police, fire and ambulance providers. Advertising and partnerships as sources of support and revenue will be encouraged as the City embarks on this team-based approach.

New Rochelle’s economy brings together businesses, city government, three local colleges, and a major medical center. The City is prepared to make the most of this opportunity, recognizing that these leveraged resources will greatly improve commerce and form new patterns of citizen, government, and business cooperation. Most important, this technology provides universal access across all demographics lines. As such, the City of New Rochelle is seeking experts in this field to partner with the City to develop and implement such technology.

Proposal Due Date

Please submit no later than 3 PM, June 3, 2015 to:

**City of New Rochelle
Purchasing Office, Spec 5078
515 North Avenue
New Rochelle, NY 10801**

Statement of Need

The City understands the need to maintain a balance between preservation and future growth. That need has been at the core of our operating agenda, focused on the diverse demographics of our individual neighborhoods and built on the united vision of a forward-looking, cohesive plan for the downtown that services those communities and daily visitors. This can only be achieved by investing in technology infrastructure, which at a minimum, reflects current ways of communicating and doing business and maintains pace with the world we function in today. Our proposed partnership with the selected firm/experts will allow us, with the latest technological

means, to universally offer multiple-way communication and data access to residential and business networks citywide. In an era driven by apps, social networks and smartphone dialogue, we are firmly committed to establishing New Rochelle as a “technology- exchange” leader and as a model site for other cities to emulate in the future.

Public Benefits

The project will accelerate downtown revitalization by anticipating changes to the way business and information gathering is conducted in today's web-based climate, replacing outdated communications infrastructure (e.g., static print ads, posters, phone directories, community boards, public transit stop guides, etc.) with a “hyper-local network” that will help “inform, protect and revitalize” local business assets through enhanced access to communications and technology infrastructure for the public benefit.

Laying the groundwork for implementing a municipal technology network represents an innovative step in the evolution and revitalization of mature, urban centers. It fills a critical need in meeting our goals, consistent with the core strategies of the Mid-Hudson Regional Council, by investing in the latest available technology that is ADA-friendly and using it as a “great equalizer” to provide open access to information in easy to access, public locations to people who may not have the financial means, computers or private transportation (or may have disabilities) to take advantage of such technology.

Green Infrastructure

Using the latest “smart-green” technology will help build and install sustainable, clean energy infrastructure using renewable and existing electric grid resources tie-ins and increase communication and the flow of commerce in targeted commercial districts, thus contributing to urban revitalization. This technology would complement the following recommendations in *GreeNR*, the City’s Sustainability Plan, to create “Complete Streets” by “enhancing pedestrian safety through education, enforcement and technology.” It would facilitate the updating of “the Sustainability Guide, Website and Toolkits, based on changes in technology or practice.”

Downtown & Community Tie-Ins

This network will contribute to the overall preservation and growth of the city and ensure the future viability of our local economy by serving as a vehicle for the marketing and promotion of our business districts and assets, including the Downtown New Rochelle Business Improvement District and Chamber of Commerce by complementing their small business support programs. The practical uses and possibilities of a “smart-city” network are only limited by the imagination and desires of the City and its community stakeholders. Some examples of its capabilities, which can be tailored to the specific needs of the City, are: building stronger business-to-business connections; connecting to the city’s phone and web emergency notification service and response network; yielding safer streets via built-in security cameras; and being able to access a virtual “one-stop shop” employment center to obtain information on job sites and resources.

Leveraging Health & Educational Assets

A significant investment in technology infrastructure throughout the City would complement its regional medical center--Montefiore of New Rochelle--and institutions of higher education--Iona College, Monroe College and the College of New Rochelle--through the implementation of

innovative ideas; through the effective and secure use of technology; through high-quality service by ensuring that constituent and community objectives are met, thus advancing educational, research and service objectives.

Consistent with New York State Mid-Hudson Region Strategic Plan

- Improves technology infrastructure and supports downtown revitalization by providing an easy way for users to access up-to-date information about City businesses and resources;
- Enables a communications and emergency system network covering the entire City in order to make the region more business ready;
- Promotes small businesses by providing access to real-time, on-the-ground data about business resources, local attractions, transportation and other points of interest via ADA-friendly, digital displays throughout the City; and
- Aligns public-private support to ensure Strategic Plan implementation through a City partnership with a qualified company in the interactive/app tech sector.

Proposal Format

Please provide five copies of your proposal response. A transmittal letter, if desired, should be no more than one page in length. Submittals that are faxed, emailed, or electronic will not be accepted.

The City of New Rochelle reserves the right to reject any proposals.

Submittal Requirements

Qualifications

- Description of the firms' size(s) and location(s) with full contact information, staff and principal assigned for this project, and the capacity this person has to provide the services described herein.
- A clear explanation of the relevant qualifications necessary to do this project and any services you plan to sub-contract or outsource.
- The structure of the firm(s), length of time in business and number of employees.
- A list of client references with contact information and an explanation of similar work completed.
- Proof that the firm(s)/experts are licensed to conduct business in the State of New York or a statement that the firm or firms will take the necessary steps to achieve such certification.

Schedule & Communication

- Project timeframe and information regarding how you or your firm will provide timely responses to phone calls and/or emails from City staff.

Work Product & Cost for Services

- Sample of work product, approach, methodology and logistical issues.
- Proposed cost structure and budget.

Terms & Conditions

- A completed and signed "Terms & Conditions" form attached hereto.

Award Criteria

The award of a contract for the described services will be made by the City's RFP Evaluation Committee and shall be based on the respondent's qualifications including, but not limited to the following criteria:

- Qualifications – 40%
- Experience – 15%
- References – 15%
- Logistics & Cost Considerations – 15%
- Proposed Working Relationship – 15%

Respondents may be required to make a presentation of their qualifications to the committee.

The successful respondent must comply with all federal, state and city of New Rochelle statutes and codes as may be applicable to the scope of work detailed herein, including all labor laws.

Proposals and prices must remain valid for three (3) months. The successful bidder shall execute a written agreement with the City of New Rochelle, drawn by the Law Department, which shall include all provisions as set forth herein and include all terms and conditions of the proposal and any negotiated terms and conditions.

General Requirements

Labor Laws:

The awarded vendor will be required to comply with all applicable laws, including but not limited to labor laws, prevailing wage rates and workers compensation.

Liability Requirements:

Errors and Omissions Policy: the successful company shall apply and maintain insurance which indemnifies and holds harmless the City, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor in an amount not less than \$1,000,000.

Other required insurances that must be furnished prior to commencement of work:

Workers Compensation	Statutory Requirements
General Liability	\$2,000,000 combined single limit

Insurance certificates shall name the City of New Rochelle as Additional Insured Party and shall be primary over any insurance held by the City.

Resolution 205:

Respondents must agree to employ best efforts to ensure minority and female participation in accordance with the City's Nondiscrimination Policy (see attached Resolution 205) adopted by the New Rochelle City Council.

Proprietary Information:

The New York State Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information. Public Officers Law, Section 87(d)(2) provides for exceptions to disclosure for records or portions thereof that are "trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information that the proposer wishes to have treated as proprietary and confidential trade information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of submittal. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted.

Right to Reject Proposals:

This RFP does not commit the City to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP or to procure or contract for services. The City intends to award a contract on the basis of the best interest and advantage to the City, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers or to cancel this RFP in part or in its entirety, if it is in the best interest of the City to do so.

Cancellation Clauses:

Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this RFP shall result in immediate cancellation. The agreement may be cancelled by the City of New Rochelle for any other reason(s) upon 30 days written notice.

Venue:

This contract shall be construed under the laws of the State of New York. All claims, actions, proceedings and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of New York, Westchester County.

Iran Divestment Act:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Terms & Conditions: Request for Proposal Specification #5078

All terms, conditions and requirements as set forth in this Request for Proposal are acceptable as specified therein. Yes No .

If "NO", please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in the Request for Proposal with your proposal response.

By submission of this proposal, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

A. the prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and

B. unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

C. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder certifies that this proposal is made without any connection with any other person making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the City of New Rochelle treasury is directly or indirectly interested therein, or in any portion of the profits thereof.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal Spec. #5078 except as identified.

Company Name and Address _____

Submitted by: _____
PLEASE PRINT NAME AND TITLE

Signature _____

Date _____

Phone Number _____

Fax Number _____

Email _____

Attached: Resolution 205



LQD WiFi LLC
175 Varick Street
5th Floor
New York, NY 10014

**City of New Rochelle Purchasing
Attn: Spec 5078
City of New Rochelle, NY
515 North Avenue
New Rochelle, NY 10801**

June 3, 2015

To Whom It May Concern:

LQD WiFi ("LQD") is pleased to submit a proposal to the City of New Rochelle for professional services for establishing a municipal technology infrastructure.

We believe that we are uniquely qualified to provide the city a fresh, bold and sustainable approach to delivering communication services to support the revitalization project with New Rochelle and specifically, in the downtown area.

The LQD team is a rare blend of Silicon Valley, Silicon Alley and Israeli technology experts, assembled and led by the former Microsoft CTO for Europe. We combined our collective expertise in order to build a company that is committed to provide integrated solutions for urban technology.

LQD's mission is to address the needs of communities that want to realize the smart city vision. This is the exclusive focus of our company. Accordingly, we are excited about the opportunity to dedicate our expertise and apply our best practice to serve the needs of New Rochelle.

LQD will provide New Rochelle with forward-looking, state-of-the-art urban technology architecture and design. As appropriate and where specified, LQD can provide the city its unified LQD technology platform for the New Rochelle project. LQD's full suite of services include design, build and implementation of a rich set of complementary hardware, software and networking solutions that are optimized to serve the needs of the citizens, visitors and overall community of New Rochelle.

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We look forward to a most collaborative relationship with the New Rochelle Department of Development.

LQD Contact information:

POC: Randy Ramusack, CEO
Office: +1 212-671-2181
Mobile: +1 530 798 0653
Address: 175 Varick Street, 5th Floor, New York, NY 10014

Thank you for this opportunity, our company looks forward to working with the City of New Rochelle.

Best regards,

Randy Ramusack





INDEX

- 1. Qualifications**
 - a. Description of Firm
 - b. Relevant Qualifications
 - c. Statement of Need
 - d. Structure of Firm
 - e. Client References
- 2. Schedule and Communication**
 - a. Project Timeline
 - b. Timely Response
- 3. Work Product and Cost for Service**
 - a. Sample of Work Product
 - i. LQD Technology in park setting
 - ii. LQD Technology in waterfront setting
 - iii. Sample Network Engineering and Design
 - iv. Sample WiFi Performance Map (Manhattan)
 - v. Sample WiFi Demand Map (Manhattan)
 - vi. Sample Clutter Map (Manhattan)
 - b. Approach
 - c. Methodology
 - d. Logistical Issues
- 4. Proposed Cost Structure and Budget**
- 5. License to Conduct Business**
- 6. Terms and Conditions**



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1. Qualifications

a. Description of Firm

LQD is founded by experts in next-generation urban technology. We were at the forefront of the open (internet) access community initiatives for Microsoft, Google and Skype. We advised government leaders in countries all over the world. We know why Smart City infrastructure is critical to the health of society.

The LQD team is committed to make unified communication and information a 21st century utility. LQD's leaders are seasoned experts in designing, implementing and operating large-scale technology infrastructure solutions. We have deep personal and business relationships across the Information Technology industry and related sectors. Our management team led public policy outreach to national and city governments for some of the world's largest companies. We have worked extensively with humanitarian-based international non-profits, foundations and community organizations. We know the digital creative industry intimately and we know how to generate revenue-sharing opportunities so that our customers may obtain more value financially and socially, improving that important "double bottom-line".

The LQD leadership team will be committed to the New Rochelle project. We aim to make a substantial impact on society. Together with the City of New Rochelle and its partners, we will plan accordingly to ensure the highest degree of technological and implementation excellence while ensuring the most effective use of public funds.

The following is a list of the key people we will apply to the New Rochelle project.

Randy Ramusack, Co-founder and CEO

- 17 Year of Microsoft technology leadership
- Microsoft's Public Sector Director & CTO for International Organizations (United Nations/Red Cross/World Bank)
- At Microsoft led world's first-ever campus WiFi deployment (1999) and subsequently led Microsoft's worldwide rollout of WiFi.
- Microsoft Director of data center engineering; CIO for UK
- Founding member of the United Nations Broadband Commission for Digital Development
- TEDMED Managing Director, Strategic Partnerships





Alex Abelin, Co-founder & CSO

- 8 years at Google, served as Google's External Affairs Manager for NYC;
- Chief Architect of Google sponsored public outdoor WiFi networks, including Chelsea WiFi, the largest contiguous NYC WiFi network
- Founded Google Cares to provide philanthropic opportunities for Google employees to serve the local San Francisco Bay Area Community
- Member of the World Economic Forum Shapers, Summit Series, StartingBloc, Dot2Dot and Nexus

Ilan Rozenblat, CTO

- 25 years' global and rich experience in designing and building innovative large-scale information technology infrastructure projects and products.
- Public sector's CTO of the second largest System Integrator in Israel.
- Initiated and led unique IT infrastructure projects that provide nation-wide integrated IT systems for government agencies and municipalities.
- Led and managed the implementation of U.S. telco-grade information systems that served Verizon, Quest and the largest enterprise customers.
- Built an IT System that was designed to serve 45 million citizens in Colombia.

Shadi Mahassel, Product Director

- Skype for 6 years, company product owner for Skype WiFi
- Led product development and partner programs across Skype WiFi; developed Skype WiFi into a global access offering for Skype users
- Principal Group Program Manager at Microsoft, leading company-wide connectivity solutions
- Active in the WiFi industry since 2004 having developed initial commercial rollouts of WiFi networks at airports, rail and ferry terminals.
- Has several patent filings covering areas in networking and geo-location.

Vince Aragona, Network Architect

- Founder and CEO of NEO Network Development
- VP of Network Planning and Development at ExteNet Systems for 9 years
- Wireless and telecommunications industry veteran and pioneer in Distributed Antenna System and Small Cell Network deployment and operations.
- 30 years experience in wireless and fiber optic network engineering, regulatory affairs, network architecture and supply chain.





- Considered to be one of the leading subject matter experts in the fields of outdoor distributed antenna systems and small cell based networks.

Ryan Brown, City Curator

- Co-Founded Journey of Action, a short-form documentary production company; Documented social change-makers throughout the world; raised funding and distribution deals
- Community architect for entrepreneurial communities including: Millennial Trains Project (DC), Kalu Yala (Panama), Refinery Nashville, Curates Gen Y leaders via Summit Series, Ashoka, Endeavor, Young Global Shapers, Sandbox
- Featured by Fast Company "Change Generation Series," Mashable, Good Magazine, Planet Green and Oprah Radio; College speaking tour in 2011/12
- Experienced Real Estate developer; Marketed South's first LEED Certified Neighborhood Development Project in Nashville

David Raabe, Co-founder and CFO

- GP Bullhound, Investment Banking (2012 – Present, London)
- Citi Capital Markets: Power, Utility and Alternative Energy Team (2008-2012, London):
- Corporate finance advisory across the utility & alternative energy value chain in the Europe region. Completed \$12bn of M&A and equity linked transactions.
- Founding member of Ladenburg Thalmann Asset Management (2003-2007, NY): Portfolio manager for primary investment strategies
- Corporate finance advisory for private companies in the IT & resource efficiency sectors including M&A, equity linked and debt financing.

Eli Melamed, Lead IT Engineer

- 15 years' experience and deep expertise in designing and building integrated Hardware/Software/Networking Systems for mission-critical data centers.
- Built a telco-grade data center that served Verizon, Quest and 40 enterprises.
- Developed unique network security systems and high-availability IT systems.
- Designed, built and managed the implementation of digital signage systems.
- Designed the LQD Motherboard, PowerBoard, and network system.
- Designed and developed the LQD System's network and security solution.





b. Relevant Qualifications

LQD is a company that designs and deploys next-generation technology solutions for cities and their constituents. Our team's expertise is strategic planning, detailed design and large-scale infrastructure implementations of urban technologies. The company's assets include a unified communication and information platform for cities called LQD Technology Platform. LQD's platform was created by New Yorkers, and it is optimized for serving the needs of New Rochelle and New Rochelle's more than 80,000 residents, both young and old.

LQD's technology platform has been designed to be a meaningful, everyday presence in the lives of a vibrant downtown city. The LQD technology physical form and digital interface serves as an iconic public object and approachable interface to our city: thoughtfully laid out and with carefully considered form, color, and typography, focused on ease-of-use, delivering essential services. These welcoming structures will provide value for both the millennial and baby boomer generations, to the privileged and those in need, for those comfortable with technology and those who aren't.

The active use of the LQD technology platform centers on its citizen-centric user interface which provides recognizable value by enabling users to access relevant and meaningful content while complementing the experience of handheld mobile devices (smartphone, tablet). Utilizing a robust touch screen, the interface will be immediately understandable without training or familiarity. A clear service offering, simple language, large type, and clear iconography in a clutter-free screen design will ensure that the undertaking involved to bring the technology to cities like New Rochelle brings significant value to the municipality and its constituents.

LQD's value extends from the strategic technology planning to the detailed technology specifications and architecture to the infrastructure that enables the physical devices that citizens will encounter. LQD's is uniquely qualified to provide a systematic distribution of physical devices across the municipality's downtown area and to ensure such sought after services as free, high-speed internet access for the general public, all via a best-in-class WiFi service. LQD can also design a variety of sensor-based inputs to the city-wide network (temperature, air quality, light intensity) embedded into its devices, in effect creating an accessible pool of data, updating in real time, that will help New Rochelle better understand every aspect of the city and its environment. Additionally, LQD's network of highly visible devices can serve to underpin New Rochelle's resilience in the face of emergencies and





natural disasters. Through its dedicated emergency communication circuit, built-in efficient power management and persistent connectivity, LQD devices provide an uninterrupted channel of communication to the public allowing them to be constantly updated with breaking news updates.

The LQD devices are designed and engineered from the ground up as modular structures, utilizing a common set of components to ensure efficient manufacture, installation, servicing, and retrofitting/updating in the field.

Users' primary means of interaction with LQD's devices is through a 46" touch screen that provides way-finding services and community applications. Because these are software-and IT-driven technologies, online improvements to their performance and functionality can be dynamically rolled out without disruption to the system. The same holds true for the public safety announcements and content curated from the New Rochelle government agencies, local businesses and community residents. The software and IT service offering will be regularly updated, optimized, and improved on, utilizing continual user feedback from already deployed units.

Two additional 46" high-resolution displays enable the broadcasting of advertisements, community information, and emergency messages.

Complementary to its high-speed WiFi services, LQD technology also incorporates 4G and LTE cellular technology, amplifying the wireless carriers' cell signals across previously limited coverage areas in the city. In this manner, the platform also enables all citizens to have better call reception on their personal handsets.

LQD provides the strategic technology planning, design and implementation services along with best-in-class operations, support and maintenance in partnership with the very best technology providers in the industry. Partners such as Neo Network Development for top tier network planning and architecture design, Frog Design for world-class industrial design expertise, Vertigo Displays for excellence in manufacturing outdoor devices and Turner Construction for underground and physical installation work.

Specific to the New Rochelle project, LQD will partner with Neo Network Development to leverage their decades of experience in design, deployment and operation of the most technologically advanced telecommunications, broadband and wireless networks including fiber optic networks and wireless facilities as well as

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traditional carrier macro sites and more advanced distributed networks architectures such as distributed remote radios, distributed antenna systems, WiFi networks and small cells including the deployment of hundreds of DAS nodes throughout New York City, Yonkers and Mt Vernon.

Collectively, the Neo Networks team has designed thousands of networks consisting of over 100,000 outdoor distributed network nodes and has engineered, deployed and operated thousands of route miles of fiber optic networks, tens of thousands of traditional macro sites, outdoor small cells and DAS nodes throughout the United States and Canada for all four of the major US wireless carriers since 2003.

LQD envisions a newly unified New Rochelle through a network of core IT infrastructure that supports the delivery of community access and information services across the downtown area encompassing the Montefiore Medical Center, Iona College, Monroe College and the College of New Rochelle. The LQD technology platform and services can adapt to and complement its surroundings for visual integration with universities and health care facilities while always providing a sense of security through customizable lighting and digital display notifications. The LQD devices are iconic, making them immediately identifiable, and easily located at night.

Finally, to ensure the highest quality information is delivered to communities through the LQD technology system we are developing partnerships with local organizations to assist in the curation of the most relevant content, from local new publications to community health services to the public library systems. As a result, users of the system will be able to access the information they need provided by organizations they trust. Resources may include library and education references, job search tips, local and city-wide tourism, cultural interests, hyper-local business info, maps, language translations, and many more.

LQD is proud to have the opportunity to work with the City of New Rochelle as it establishes a smart city technology infrastructure development and implementation plan. LQD has assembled a very unique team to provide cities like New Rochelle a fresh, bold and sustainable approach to delivering unified access to communications and information services to its constituents. Our team is ready to bring our deep technical and operational expertise, our thorough understanding of municipal environments and our state-of-the-art, award winning urban technology platform to reinvigorate downtown New Rochelle. Together we can create the roadmap that





will close the digital divide and ensure unified access to the information citizens and visitors need to communicate, learn, play and transact.



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Page 11 of 32



c. Statement of Need

NEW ROCHELLE STATEMENT OF NEED

LQD CAPABILITY RESPONSE

PROVIDE A LOCAL COMMUNITY MANAGEMENT SYSTEM AND DATA ACCESS TO RESIDENTIAL AND BUSINESS NETWORKS, APPS, AND

THE LQD TECHNOLOGY SYSTEM PROVIDES AN INFORMATION INFRASTRUCTURE THAT WILL REVOLUTIONIZE THE ECOSYSTEM OF LOCAL COMMUNITIES AND THE CITY. THROUGH A DYNAMIC WEBSITE OR COMMUNITY APPS, SPEEDY INTERACTIVE APPS AND COMMUNITY PROGRAMS, PUBLIC SAFETY FEATURES, AND DEPENDABLE DISSEMINATION OF INFORMATION TO THE END-USER.

LQD HAS SEVERAL DECADES OF EXPERIENCE IN INTEGRATING AND UNIFYING MULTIPLE COMMUNICATIONS AND INFORMATION TECHNOLOGIES TO SERVE A WIDE VARIETY OF COMMUNITIES. THIS VIBE IS THE SOUL, BOSOM, AND FOCUS OF LQD. UNLIKE ANY OTHER COMPANY IN THE MARKET.

TRANSFORM COMMUNITY INFORMATION BY AUTOMATING COMMUNES IN THE WAY BUSINESS AND INFORMATION IS HANDED OUT. LQD'S SYSTEM HAS INTEGRATED AND LATENT INTEGRATED COMMUNICATIONS INFRASTRUCTURE (i.e., LOCAL PRINT AND LOCAL ADVERTISING), COMMUNITY MANAGEMENT, PUBLIC SAFETY APPS FOR SCHOOL, ETC., WITH A SERVER LOCATED IN THE CLOUD WITH HIGH-SPEED CONNECTIONS AND REVERSAL LOCAL SERVERS ALONE OF THE LQD TEAM HAVE ACCORDINGLY PROVIDED THE CLOUD AND LOCAL SYSTEMS FOR THE PUBLIC SECTOR.

WE WILL BE ABLE TO PROVIDE INFORMATION VIA A VIBRANT STREET-LEVEL DEVICE OR VIA THE COMMUNION APPS. ALSO, THOUGH AN ALREADY HIGH-SPEED BROADBAND IS AVAILABLE IN THE NETWORK, ONE OF LQD TECHNOLOGY'S KEY AREA PROVIDED ALTERNATIVE COMMUNITY APPLICATIONS: HYPER LOCAL INFORMATION AND COMMUNITY AIDS.

UNDERSTAND THE LOCAL COMMUNITY TECHNOLOGY THAT IS ADA FRIENDLY AND USE IT AS A GREAT ADVOCATE. LOCAL INSTITUTIONS NEED TO DISSEMINATE INFORMATION IN EASY TO ACCESS, PLEASING EASY-TO-READ FONTS AND COLOR. LOCAL INSTITUTIONS NEED TO FOCUS ALL ON PUBLIC TRANSPORTATION, OR PART-HAUL TRANSPORTATION, AND ALL BY LOCAL TECHNOLOGY.

WE HAVE MORE THAN 20 YEARS OF EXPERIENCE WORKING WITH ADA FRIENDLY TECHNOLOGY. THE COMPANY HAS BEEN INVOLVED WITH LOCAL GOVERNMENT AND INTERNATIONAL POLICY-MAKING INSTITUTIONS, GOVERNMENT ON HIGH COMMITMENT ON HUMAN RIGHTS, INTERNATIONAL INSTITUTIONS, AND OTHERS. LQD IS ALREADY TECHNOLOGY POSITIONED PRODUCTS AND SERVICES.

WE WILL USE TECHNOLOGY WITH ADA COMPLIANCE AT THE FOREFRONT. SPECIFICALLY, THE LQD PHYSICAL DEVICE AND THE LOCAL SAFETY SOFTWARE PROVIDED AN ADA FRIENDLY (ADA) USER SYSTEM.

OUR UNIFIED COMMUNICATION SYSTEMS WILL PROVIDE FREE HIGH-QUALITY UNIFIED COMMUNICATIONS THAT IS BUILT TO SUPPORT THE ADA COMMUNITY.

TRANSFORM LOCAL COMMUNITY INFRASTRUCTURE USING RENEWABLE AND LOCAL ELECTRIC GRID SYSTEMS AND INCREASE COMMUNING AND THE FLOW OF COMMERCIAL IN TRANSIT COMMERCIAL INFRASTRUCTURE. LOCAL COMMUNITIES ARE BUILT TO LOCAL COMMUNITIES.

LQD TECHNOLOGY HAS BEEN DESIGNED TO BE A SATELLITE INFORMATION CENTER WITH CLEAR AND HIGH-QUALITY ENERGY.

LQD TECHNOLOGY PLATFORUM HAS INTEGRATED SOLAR PANELS AND DC BASED INTERNAL POWER INFRASTRUCTURE THAT SIMPLY MATCHES POWER REQUIREMENTS, MEETS LOCAL AND APPLICABLE ENERGY OUTPUT, ENERGY REQUIREMENTS, A LOCAL STANDARD AC-INPUT, THE PLATFORUM'S INTERNAL UPS SYSTEM PROVIDE AN INTEGRAL DC DISTRIBUTION BOARD AND A DC/AC SWITCH FEED INTO ALL INTERNAL COMPONENTS. THE PLATFORUM'S SOLAR PANELS ALSO CRITICAL CHARGE A LOCAL BATTERY.

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THE LQD TECHNOLOGY PLATFORM IS DESIGNED WITH 2 HIGHLY VISIBLE DIGITAL DISPLAYS TO PROMOTE LOCAL BUSINESSES AND COMMUNITY ADVERTISEMENTS TO ENHANCE AND DRIVE THE LOCAL ECONOMY THROUGH MARKETING OPPORTUNITIES, INFORMATIONAL NEWSLETTERS, MUSEUM AND CULTURAL EXHIBITS, ETC.

WE ALSO OFFER THE ABILITY TO SUPPORT 4G AND 5G CELLULAR CARRIER NETWORKS (SMALL CELLS) WHICH ARE MORE PRACTICAL, MORE VIBRANT APPEALING AND MORE EFFICIENT THAN THE LARGER, PHARAOH MADE CELL PHONE TOWERS.

THE LQD TECHNOLOGY INTERACTIVE TOUCH SCREEN ALLOWS FOR EVEN GREATER OPPORTUNITY FOR ADVERTISERS AND LOCAL BUSINESSES TO REMOVE HYPER LOCAL ADVERTISING THAT RESULTS IN SHARED REVENUE FOR THE CITY.

LQD'S 4G/5G STREAMING ADVERTISING CAPABILITIES WILL IMMEDIATELY BRING REVENUE TO THE CITY OF NEW ROCHELLE WHILE ALSO, REINFORCING RESIDENTS AND VISITORS A MINT OF REAL-TIME PRODUCTS, EVENTS, AND INFORMATION.

CONNECTING BUSINESS TO BUSINESS CONNECTIONS, CONNECTING TO THE CITY'S PUBLIC AND WEB-ENABLED BROADCASTING SERVICE AND RESPONSE NETWORK, HELPING SAFER STREETS VIA EMERGENCY NUMBER 911 BEING ABLE TO ACCESS A HYPER LOCAL EMPLOYMENT CENTER TO OBTAIN INFORMATION ON JOBSITES AND RESOURCES.

LQD'S TECHNOLOGY PROVIDES A ROBUST OFFERING OF SERVICES FOR PUBLIC SAFETY, INCLUDING: EMERGENCY BROADCASTING TO THE MAIN DISPLAYS, LED-BAR BROADCASTING OF EMERGENCY MESSAGES UPON POWER FAILURE, EMERGENCY BUTTON FOR ONE-CLICK EMERGENCY PHONE CALL, LIVE VIDEO FEED AND, REMOTE CONTROL OF A PTZ CAMERA (OPTIONAL). LQD ALSO EMPLOYS A DEDICATED PUBLIC SAFETY TEAM TO ENSURE SECURE COMMUNICATION FOR PUBLIC SAFETY AGENCIES.

IN ADDITION, THE LQD TECHNOLOGY SYSTEM IS DESIGNED AND OPTIMIZED TO MEET THE NEW ROCHELLE NEEDS OF UNIFIED COMMUNICATION AND INFORMATION SERVICES. CITY AND COMMUNITY DRIVEN CONTENT CAN BE DYNAMICALLY INTEGRATED.

SHARING INFORMATION, THE CITY'S REGIONAL MEDICAL CENTER, MONTEFIORE OF NEW ROCHELLE, AND INSTITUTIONS OF HIGHER EDUCATION, THE COLLEGE, RYAN COLLEGE AND THE COLLEGE OF NEW ROCHELLE, THROUGH THE USE OF LQD'S HYPER LOCAL, INNOVATIVE GRID, THROUGH THE EFFECTIVE AND SECURE USE OF TECHNOLOGY, THROUGH DEDICATED STAFF, BY ENSURING THAT CONSTITUENT AND COMMUNITY OBJECTIVES ARE MET, THUS ADVANCING EDUCATIONAL, RESEARCH AND SERVICE OBJECTIVES.

LQD TECHNOLOGY PROVIDES AN INNOVATIVE IDEA – 21ST CENTURY TECHNOLOGICAL COMMUNITY ENGAGEMENT, HYPER LOCALIZED APPS AND THE INTEGRATION IN TWITTER SOFTWARE THAT HAS NEVER BEEN DESIGNED TO WORK TOGETHER, THAT WILL REVITALIZE COMMUNITIES.

LQD'S SOFTWARE INFRASTRUCTURE CAN CONNECT THE TWO-USER TO HOSPITALS, COLLEGES, CITY ENTITIES, AND COMMUNITY GROUPS, BEING NO OTHER-SOFT TWICE-INFRASTRUCTURE IN THE MARKET TODAY. IN ADDITION, LQD IMPLEMENTS A BEST-IN-CLASS INFORMATION SECURITY PROTOCOL BEHIND THE STRONGEST SHIELD ALONE, FIREWALLS IN THE MARKET, TWO-LAYER CAPABLE, CONFIDENTIALITY SECURING ALL INFORMATION VIA LQD'S SERVICES, INCLUDING HOSPITAL RECORDS, BANK ACCOUNTS, ETC.



ALIGN PUBLIC-PRIVATE SUPPORT TO ENSURE STRATEGIC PLAN IMPLEMENTATION THROUGH A CITY PARTNERSHIP WITH A BUSINESS COMPANY IN THE INTERACTIVE/NEW TECH SECTOR

LQD'S MANAGEMENT TEAM ARE SEASONED VETERANS IN WORKING WITH PUBLIC SECTOR ORGANIZATIONS. WE HAVE LED STRATEGIC ALIGNMENT BETWEEN THE WORLD'S LARGEST TECHNOLOGY COMPANIES AND THE LEADING GOVERNMENTS AND INTERNATIONAL ORGANIZATIONS. OUR INTEREST IN WORKING WITH THE CITY OF NEW ROCHELLE IS TO BRING OUR DEPTH IN PUBLIC-PRIVATE EXPERIENCE TO ASSIST IN CREATING A LEADING SMART CITY FOR THE NORTHEAST REGION.

LQD WILL BRING ITS EXTRAORDINARY DEPTH IN BUILDING MULTIPLE APPLICATION TECHNOLOGY PLATFORMS FOR GOVERNMENT AGENCIES ON BEHALF OF MICROSOFT, GOOGLE AND SKYPE AND FOR ASSISTING THE AGENCIES DEVELOP STRATEGIC PLANS TO ALIGN PUBLIC SUPPORT FOR SUCH SERVICES.

OUR EXPERIENCE IN THE AREA OF DEVELOPING PUBLIC-PRIVATE PROJECTS RANGE FROM GIVING SUPPORT FOR NEIGHBORHOOD WiFi FROM THE NEW YORK CITY MAYOR'S OFFICE, TO LOBBYING TRANSIT HUBS AROUND THE WORLD TO ADOPT THE SKYPE WiFi NETWORK, TO THE WORLD'S LARGEST ONLINE SCIENCE JOURNAL, UNEARTH NETWORK PROVIDED ON BEHALF OF THE UNITED NATIONS ACROSS 100 LESS DEVELOPED COUNTRIES.

LQD CAN MAKE A DIFFERENCE WITH NEW ROCHELLE. LQD WAS FOUNDED FOR THE SOLE PURPOSE OF CREATING UNIFIED INFORMATION INFRASTRUCTURE TO REVITALIZE COMMUNITIES. NO OTHER COMPANY CAN MAKE THAT CLAIM. LQD'S TECHNOLOGY PLATFORM IS NOT A ONE OF MANY PROJECTS. WE ARE SOLELY FOCUSED ON REVITALIZING DOWNTOWN AREAS WITH NEXT GENERATION TECHNOLOGY DEVICES COMBINED WITH ROBUST SOFTWARE INFRASTRUCTURE.

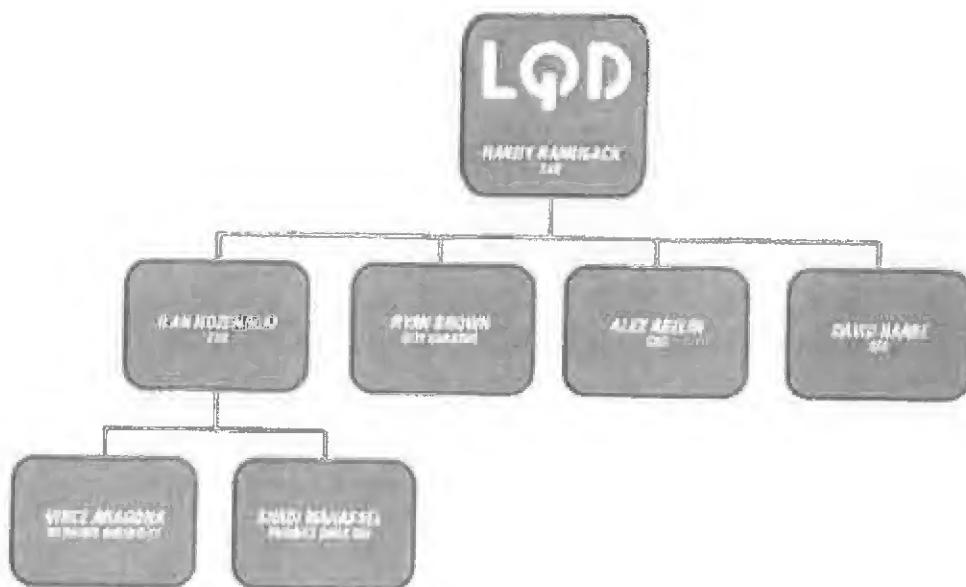
NEW ROCHELLE WILL HAVE THE FULL COMMITMENT OF THE COMPANY, ITS LEADERSHIP TEAM, AND RESOURCES TO FULFILL BOTH PARTNERS REVITALIZATION GOALS.





d. Structure of Firm

- i. LQD's corporate name is LQD WiFi, LLC. LQD WiFi is a Delaware Limited Liability Company that is headquartered in New York City at 175 Varick Street, 5th Floor, New York, NY 10014. LQD WiFi is registered to conduct business in New York State.
- ii. LQD is a multi-member LLC founded in New York City.
- iii. LQD's executive team are as follows:
 1. Randy Ramusack, CEO
 2. Ilan Rozenblat, CTO
 3. David Raabe, CFO
 4. Vince Aragona, Network Architect
 5. Shadi Mahassel, Product Director
 6. Ryan Brown, City Curator
 7. Alex Abelin, CSO



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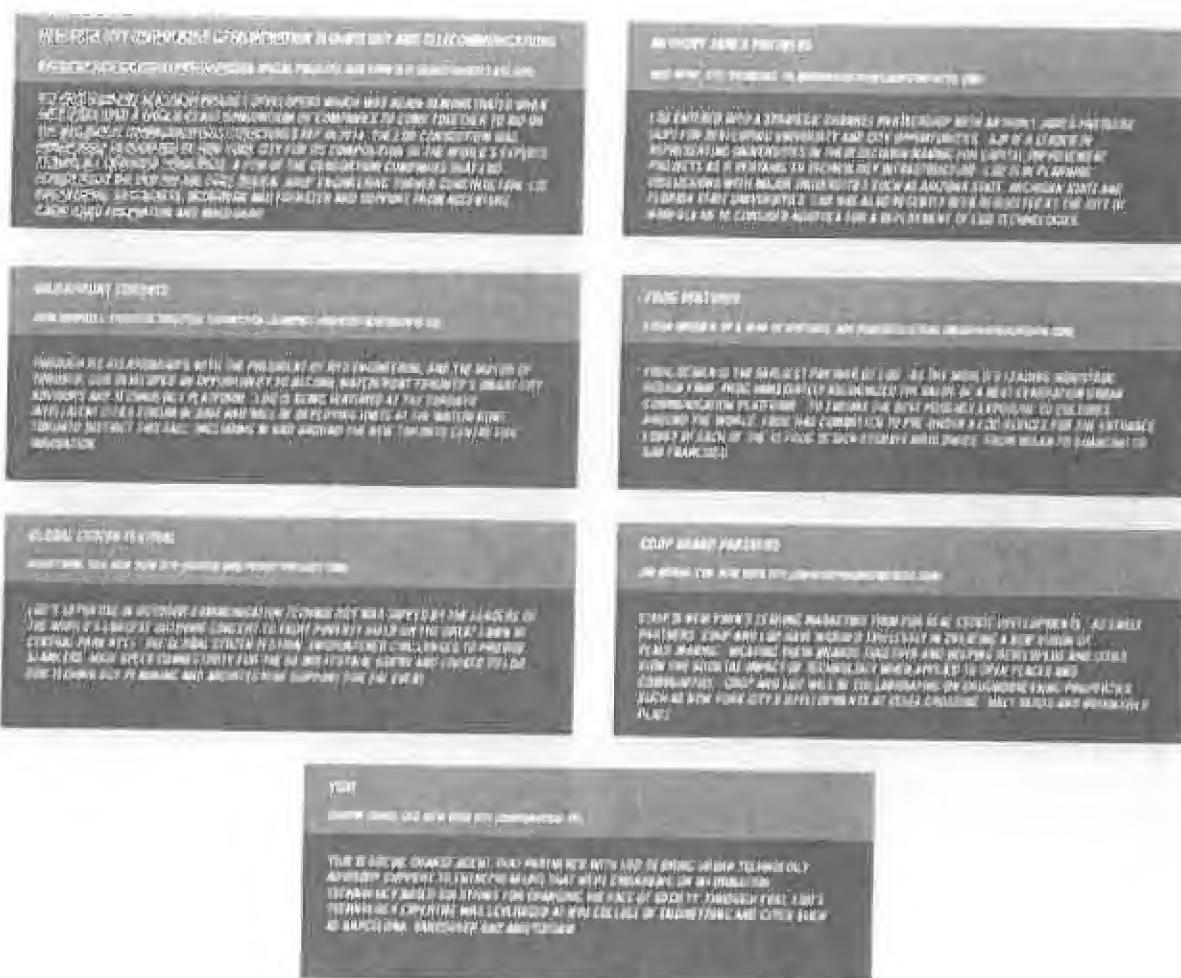




e. Client References

CLIENT REFERENCES

**PROJECT
CONTACT INFORMATION
PROJECT DESCRIPTION**



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2. Schedule and Communication

a. Project Timeframe

LQD is committed to providing full support throughout New Rochelle's revitalization process and will work to establish a project timeframe with the Department of Development upon contract award. LQD has dedicated its entire team to the duration of New Rochelle's revitalization project.



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b. Timely Response

LQD has committed its full staff (including CEO and CTO) to this project. Any communication, including calls and/or emails will be responded to in a prompt and expedited manner.

LQD will provide a reply within 48 hours of receiving a written inquiry or request.



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3. Work Product and Cost for Service

a. Sample of Work Product

i. LQD Technology in park setting



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Page 19 of 32



ii. LQD Technology in waterfront setting



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Page 20 of 32



iii. Sample Network Engineering and Design



Leveraging our partner NEO Network Development's proprietary NeoNetWerx™ software, business intelligence and analytics processes, we will perform design and placement of LQD technology throughout the City of New Rochelle to ensure that each device is optimally located, effective in the targeted delivery of content and safe to operate and maintain in conformance with all Federal, State and City permits, laws, rules, regulations, building and electrical code, engineering and construction standards compliance acting in a project and program management capacity.



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iv. Sample WiFi Performance Map (Manhattan)



The RF performance requires accurate Wi-Fi signal prediction. The colors represent a heat map and direct network link to Wi-Fi candidate access points along with analysis layers can be viewed within Google Earth.



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v. Sample WiFi Demand Map (Manhattan)



Using demand profile maps of the deployment locations in very high detail. Allows LQD to place the WiFi network such that it coincides with the highest demand. This ensures that LQD WiFi's customers will be close to the AP and hence use the most efficient modulation and coding schemes. Additionally, a good knowledge of the demand ensures there is sufficient capacity at a given location within the network.





vi. Sample Clutter Map (Manhattan)



Modeling the environment with Clutter Maps in this detail allows us to estimate the signal of the Wi-Fi AP with high accuracy. We are also able to use the clutter to help automate the candidate selection process.



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b. Approach

LQD is a new kind of urban technology company that is redefining the way people interact with their places and how places are enabled to assist, inform and entertain the people that inhabit them. Our approach is to open cities to the future of technology enablement, to help them rethink community engagement, and to assess what is realistically within their means. At LQD we help create open place.

Starting from the core needs of society, we help cities understand the state of their technical infrastructure, what cities of similar profile have done to leap forward and what is being expected to be considered a progressive city that attracts development, improves economic opportunities for its businesses and provides a safe and enjoyable lifestyle for its residents and visitors.

LQD's provides strategic technology guidance and planning and recommends services that city leaders can use in evaluating the needs, feasibility and timing of adopting community revitalizing urban technologies. We seek to help cities integrate common civic needs such as way-finding and local information services, interactive applications, free high-speed internet access, enhanced cellular phone coverage, community and emergency broadcast notices, public safety services, local business advertising, mobile payment services and much more.

LQD's approach can also help cities develop the new network of communication through street-side, community technology hubs of the future that will ignite the fabric of civic open spaces. We look to uncover other opportunities and solutions for the City of New Rochelle through our interviews, investigation and analysis.

At LQD, we are passionate about improving society and believe we can assist communities to create open places, places that enable people to be more connected, educated and safer; while boosting economic activity and city revenues.

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c. Methodology

Kickoff and Client Stakeholders

Initial client requirements gathering sessions will get the project underway. The number of meetings and time allotted will depend on the quantity of agencies and personnel that the client director identifies as the core project stakeholders. As the process continues, new proposed stakeholders will need to be approved by the project director before they are added to the project. A responsibilities assignment matrix (RACI) will be created to ensure clear delineation of the various parties to the project.

Initial Engineering Site Surveys and Investigations

Following initial client meetings, a short series of detailed site investigations will be carried out on a select number of priority districts and neighborhoods in New Rochelle. This will help us understand the existing conditions, variety of the infrastructure and opportunities for enhancement. We will then conduct a desk study to collate all documentation of the area under investigation for renovation. Street plans with information about existing infrastructure will be collated from the relevant authorities and agencies.

Interviews and Analysis

Following early investigations, we will set out to interview the existing providers of infrastructure and utility services for New Rochelle to gain the historical information and perspective of the systems that already exist, challenges and possible roadblocks. Upon completion we will combine the site investigations with the knowledge base gained from interview and analyze the data for use in strategic planning.

Strategic Planning

To facilitate clarity in strategic planning, the project team will initially incorporate web-based GIS planning tools for the purpose of inventorying the necessary structures and sites in New Rochelle. The structures and sites will include existing, new, and any potentially previously unidentified service locations.





Subsequently the project team will identify by a series of electronic information submittals the system-wide infrastructure modernization opportunities that are the features of a next generation urban smart city that could be applicable to New Rochelle. Finally, we will gather in a next round of stakeholder meetings to obtain feedback from the city leaders to ascertain their vision for the future of New Rochelle. LQD will then commence to create a final strategic planning submittal for the city leaders.



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d. Logistical Issues

LQD will work with the City of New Rochelle and its utility and infrastructure partners to ensure timely access to city documents and facilities. We will also plan well ahead to gain any necessary permits and accompanying personnel for accessing utility services.

As LQD's offices are in Manhattan there should be no coordination challenges. LQD's personnel can travel to and from New Rochelle each day for meetings and site visits.

LQD will research the physical structures and as New Rochelle is planning to deploy a new set of integrated platform solutions there will be extensive coordination required for utility services, street side real estate modifications, telecommunications (fiber optics, twisted pair, network revisions) and various civic service providers. LQD will assess each and develop a plan to address during the information and investigation process.





4. Proposed Cost Structure and Budget

As there is currently not detailed scope of the engagement, LQD proposes to work with the City of New Rochelle on a per project basis to identify the detailed scope and where appropriate create and submit a related cost proposal for each project.



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5. License to Conduct Business

**LQD is licensed to conduct business in the State of New York.
(Certificate on following page).**



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www.lqdwifi.com

Page 30 of 32



N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

CERTIFICATE OF AUTHORITY UNDER SEC. 805 OF THE LIMITED LIABILITY COMPANY LAW
ENTITY NAME: LQD WIFI, LLC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOR LLC)

COUNTY: NEWY

FILED: 10/21/2014 DURATION: PERMANENT CASH#: 141021000838 FILM #: 141021000792
DOS ID: 4654757

FILER:

EXIST DATE

RANDALL RAMUSACK
510 LAGUARDIA PLACE, FOURTH FLOOR

10/21/2014

NEW YORK, NY 10012

ADDRESS FOR PROCESS:

THE LLC
510 LAGUARDIA PLACE
NEW YORK, NY 10012

FOURTH FLOOR

REGISTERED AGENT:

The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.biennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: ** NO SERVICE COMPANY ** SERVICE CODE: 00

FEES	275.00
FILING	250.00
TAM	0.00
CERT	0.00
COPIES	0.00
HANDLING	25.00

PAYMENTS	275.00
CASH	0.00
CHECK	0.00
CHARGE	275.00
DRAWDOWN	0.00
OPAL	0.00
REFUND	0.00

DOS 1025 (04/2007)

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6. Terms and Conditions

All terms, conditions and requirements as set forth in this Request for Proposal are acceptable as specified therein. Yes No . If "NO", please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in the Request for Proposal with your proposal response.

By submission of this proposal, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

- A. the prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and
- B. unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- C. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder certifies that this proposal is made without any connection with any other person making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the City of New Rochelle treasury is directly or indirectly interested therein, or in any portion of the profits thereof.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal Spec. #5078 except as identified.

Company Name and Address LQD WiFi, LLC 175 Varick Street, 5th Floor New York, NY 10014
Submitted by: Randall Ramusack, Manager & CEO

June 3, 2015

Randall Ramusack
LQD WiFi, LLC
Manager & CEO
Office: (212) 671-2181 Fax: (646) 918-1373
Email: Randy@lqdwifi.com

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Department of Development
515 North Avenue
New Rochelle, NY 10801

Phone: (914) 654-2185
FAX: (914) 632-3626

Luiz C. Aragon
Commissioner



June 7, 2016

Randy Ramusack
LQD WIFI (NEW ROCHELLE), LLC.
175 Varick Street, Fifth Floor
New York, New York 10014

RE: CONSULTING AGREEMENT FOR PROFESSIONAL SERVICES FOR ESTABLISHING A MUNICIPAL TECHNOLOGY INFRASTRUCTURE BETWEEN CITY OF NEW ROCHELLE AND LQD WIFI, LLC (AGREEMENT)

Dear Mr. Ramusack:

This letter confirms that all of the insurance requirements stated in the fully executed Agreement above will be produced by LQD WIFI, LLC to the City of New Rochelle in a form and manner acceptable to the City immediately prior to the start and implementation of the Project (as Project is defined in the Agreement).

Sincerely,


Luiz C. Aragon
Commissioner of Development